

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA**

DANA BASS, individually and on behalf of
others similarly situated,

Case No.: 1:22-cv-00550

Plaintiffs,

Judge: David C. Joseph

v.

IMPERIAL FIRE & CASUALTY
INSURANCE COMPANY,

Magistrate Judge: Joseph H. L. Perez-
Montes

Defendant.

**JOINT MOTION TO STAY PENDING MEDIATION
OR FOR ADMINISTRATIVE CLOSURE**

Plaintiff Dana Bass (“Plaintiff”) and Defendant Imperial Fire & Casualty Insurance Company (“Imperial”) (collectively, the “Parties”) agree and jointly move this Court to stay this matter pending completion of mediation, and in support thereof, state as follows:

The Parties have been engaging in settlement negotiations and Imperial is in the process of providing additional putative class data to Plaintiff. The Parties have now agreed to mediate this matter within 60-days, and to facilitate a productive mediation and best preserve the Court’s and the parties time and resources, the Parties seek to stay or administratively close this matter until the completion of the mediation.

The Court has inherent authority and wide discretion to control the course of litigation and this includes the power to stay proceedings before it. *See Landis v. N. Am. Co.*, 299 U.S. 248, 254 (1936) (“the power to stay proceedings is incidental to the power inherent in every court to control the disposition of the causes on its docket”); *see also Glasper v. S. Fid. Ins. Co.*, No. 20-cv-2416-WBV-KWR, 2021 WL 411447, at *8 (E.D. La. Feb. 5, 2021) (the court’s inherent authority “has been held to provide the court the general discretionary power to stay proceedings before it in

control of its docket and in the interests of justice.”) (internal citations and quotations omitted). This Court and other courts in the Fifth Circuit have routinely granted joint motions to stay pending the outcome/completion of a mediation. *See e.g., Advantage Roofing & Constr. of Louisiana, Inc. v. MW Builders, Inc.*, No. 09-cv-589-JJB, 2009 WL 10700354, at *3 (M.D. La. Dec. 14, 2009) (“the court will grant the motion to stay pending mediation.”); *Bryant v. Universal Servs., Inc.*, No. 99-cv-2944, 2000 WL 680258, at *1 (E.D. La. May 24, 2000) (granting the parties “Joint Motion to Stay” pending mediation); *Badgerow v. REJ Properties, Inc.*, No. 17-cv-9492, 2019 WL 13093812, at *2 (E.D. La. July 24, 2019) (“the Court granted the parties’ joint motion to stay ... pending the outcome of a mediation.”).

Moreover, good cause exists to stay or administratively close this matter pending the completion of mediation, because this will not prejudice either party; rather, a stay will assist the Parties in exploring a prompt and cost-effective alternative resolution of the disputed issues here, and as such, will best conserve both Parties’ time and resources and promote judicial economy.

WHEREFORE, the Parties respectfully request that the Court enter an Order staying this proceeding until the completion of the mediation.

CERTIFICATE OF PARTIES’ CONSENT TO RELIEF REQUESTED

Counsel for the parties conferred in good faith regarding this Joint Motion to Stay Pending Mediation and both parties request that the relief sought herein be granted.

Respectfully submitted,

/s/ Judy Y. Barrasso
Judy Y. Barrasso, 2814
Janelle Sharer, 37305
Whitney M. Antoine, 38660

BARRASSO USDIN KUPPERMAN
FREEMAN & SARVER LLC
909 Poydras Street, Suite 2350
New Orleans, Louisiana 70112
Telephone: 504-589-9700
Facsimile: 504-589-9701
jbarrasso@barrassousdin.com
jsharer@barrassousdin.com
wantoine@barrassousdin.com

*Attorneys for Imperial Fire & Casualty Insurance
Company*

Stephen J Herman
Charles Murray King
John Spencer Creevy
Soren E Gisleson
HERMAN HERMAN & KATZ
820 O'Keefe Ave
New Orleans, LA 70113
504-680-0554
sherman@hhkc.com
ckking@hhklawfirm.com
jcreevy@hhkc.com
sgisleson@hhklawfirm.com

Adam A Schwartzbaum
EDELBERG LAW
20900 N E 30th Ave St 417
Aventura, FL 33180
305-725-1245
adam@edelsberglaw.com

Andrew J Shamis
SHAMIS & GENTILE
14 N W 1st Ave Ste 705
Miami, FL 33132
305-479-2299
ashamis@shamisgentile.com

Attorneys for Plaintiff Dana Bass

CERTIFICATE OF SERVICE

I hereby certify that on August 11, 2023, I caused a true and correct copy of the foregoing **JOINT MOTION TO STAY PENDING MEDIATION** to be served upon all persons and entities registered and authorized to receive such service through the CM/ECF system.

/s/ Judy Y. Barrasso

One of the attorneys for Imperial
Fire & Casualty Insurance Company